

Residential Lease

Basic Information

Caldwell Ex. 4

Date: February 15, 2022

Landlord: GRCDALLASHOMES, LLC, a Texas limited liability company

Landlord's Address: 13220 Beach Club Rd., The Colony, Texas 75056

Tenant: Bryant Zarate Garcia

Tenant's Address:

Bryant Zarate Garcia

2505 OAK GROVE

LITTLE ELM 75068

Premises:

Street address/suite: 2505 Oak Grove Parkway

City, state, zip: Little Elm, Texas 75068

Monthly Rent: \$500

Term (months): 12

Commencement Date: February 15, 2022

Termination Date: February 15, 2023

Security Deposit: \$500

Permitted Use: Private residence

Occupants (other than Tenant): None

Utilities to Be Provided by Landlord: none

Tenant's Insurance: As required by Insurance Addendum

Landlord's Insurance: As required by Insurance Addendum

A. Definitions

A.1. "Agent" means agents, contractors, employees, licensees, and, to the extent under the control of the principal, invitees.

A.2. "Injury" means (a) harm to or impairment or loss of property or its use or (b) harm to or death of a person.

A.3. "Rent" means Monthly Rent plus any other amounts of money payable by Tenant to Landlord.

B. Tenant's Obligations

B.1. Tenant agrees to -

B.1.a. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

B.1.b. Accept the Premises in their present condition "AS IS," the Premises being currently suitable for the Permitted Use.

B.1.c. Obey all laws relating to Tenant's Permitted Use, maintenance of condition, and occupancy of the Premises.

B.1.d. Pay monthly, in advance, without demand, on the first day of the month, the Monthly Rent to Landlord at Landlord's Address.

B.1.e. Pay, as additional Rent, all other amounts due under this lease.

B.1.f. Pay a late charge of 5 percent of any Rent not received by Landlord by the tenth day after it is due.

B.1.g. Pay for all utility services used by Tenant and not provided by Landlord.

B.1.h. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.

B.1.i. Repair any damage to the Premises caused by Tenant or the occupants listed under "Occupants (other than Tenant)."

B.1.j. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

B.1.k. Move out of the Premises at the end of the Term.

B.2. Tenant agrees not to -

B.2.a. Use the Premises other than as a residence occupied by the named Tenant and the occupants listed under "Occupants (other than Tenant)."

B.2.b. Create or permit a nuisance or interfere with any neighbor's use of its Premises.

B.2.c. Change Landlord's lock system.

B.2.d. Alter the Premises.

B.2.e. Allow a lien to be placed on the Premises.

B.2.f. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

C. Landlord's Obligations

Landlord agrees to -

C.1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

C.2. Obey all laws, ordinances, orders, rules, regulations, and covenants applicable to the use, condition, and occupancy of the Premises.

D. General Provisions

Landlord and Tenant agree to the following:

D.1. Abatement. Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant may not abate Rent for any reason.

D.2. Insurance. Tenant and Landlord will maintain the respective insurance coverages described in the attached Insurance Addendum.

D.3. Release of Claims/Subrogation. LANDLORD AND TENANT RELEASE EACH OTHER, AND THEIR RESPECTIVE AGENTS, FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES OR DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE PREMISES THAT ARE INSURED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN INSURED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF

COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS.**

D.4. Casualty/Condemnation. If the Premises are damaged by fire or other casualty or are condemned, then either Landlord or Tenant may terminate this lease by notifying the other. Any Rent prepaid by Tenant will be returned to Tenant on termination.

D.5. Default by Landlord/Events. Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice and failing to remedy a condition that materially affects the physical health or safety of an ordinary tenant within ten days after written notice, unless such condition results from Tenant's actions.

D.6. Default by Landlord/Tenant's Remedies. **Tenant's remedies for Landlord's default are to terminate this lease and move out within 5 days and receive \$500 within 3 days of moveout from landlord.**

D.7. Default by Tenant/Events. Defaults by Tenant are (a) failing to pay Rent timely, (b) abandoning the Premises or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b).

D.8. Default by Tenant/Landlord's Remedies. Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises; (b) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (c) enter the Premises and perform Tenant's obligations; and (d) terminate this lease by written notice and sue for possession or damages or both.

D.9. Default/Waiver. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provisions of this Lease or its acceptance of late installments of Rent will not be a waiver and will not estop Landlord from enforcing that provision or any other provision of this Lease in the future.

D.10. Mitigation. Landlord and Tenant have a duty to mitigate damages.

D.11. Holdover. If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will

extend the Term.

D.12. Attorney's Fees. If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and any other costs.

D.13. Venue. Exclusive venue is in the county in which the Premises are located.

D.14. Entire Agreement. This lease, its exhibits, addenda, and riders are the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the Premises or the lease of the Premises by Landlord to Tenant, and Tenant is not relying on any statements or representations of any agent of Landlord, that are not in this lease and any exhibits, addenda, and riders.

D.15. Amendment of Lease. This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

D.16. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

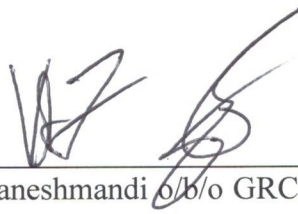
D.17. Notices. Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Any address for notice may be changed by written notice given as provided herein.

D.18. Texas Property Code. Landlord and Tenant each acknowledge that chapter 92 of the Texas Property Code, which deals with residential tenancies, affords certain rights and imposes certain duties on them.

D.19. Abandoned Property. Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

D.20. Tenant's Statutory Right to Terminate. Tenant may have special statutory rights to terminate the lease early in certain situations involving family violence, military deployment or transfer, or certain sexual offenses or stalking.

D.21. Emergencies. Tenant may call 469-777-1451 to report emergencies that affect the Premises and that threaten Tenant's physical health or safety.



Kazem Daneshmandi o/b/o GRCDALLASHOMES,
LLC



Bryant Zarate Garcia

Insurance Addendum to Lease

Lease

Date: February 15, 2022

Landlord: GRCDALLASHOMES, LLC, a Texas limited liability company

Tenant: Bryant Zarate Garcia

This insurance addendum is part of the lease.

A. Tenant agrees to -

1. Maintain the property and liability insurance policy required below during the Term and any period before or after the Term when Tenant is present on the Premises:

Type of Insurance

Tenant's homeowner's (also known as tenant's or *Personal Liability* renter's)

Minimum Policy Limit

Per occurrence: \$25,000

Aggregate: \$50,000

Property:

100 percent of replacement cost of all Tenant's furniture, fixtures, equipment, and other personal property located in the Premises, and will include release of claims/subrogation referenced in paragraph D.3.

2. Deliver a certificate of insurance to Landlord before entering the Premises and thereafter at least ten days before the expiration of the policies.

B. Landlord agrees to maintain the property insurance policy required below during the Term:

Type of Insurance

Causes of loss - special form property

Minimum Policy Limit

100 percent of replacement cost of the building in which Premises are located, exclusive of foundation, footings, infrastructure, and sitework, and will include release of claims/subrogation referenced in paragraph D.3.